



Request for Proposal
MississippiCAN Cost Effectiveness Study
August 11, 2017

Contact information for this request for proposal:
Medicaid MississippiCAN Cost Effectiveness RFP
c/o Office of Procurement
550 High Street
Suite 1000 Sillers Building
Jackson, Mississippi 39201
Procurement@medicaid.ms.gov

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Appendix A Draft Contract

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Section 1. INTRODUCTION

1.1 Overview and Process

In accordance with House Bill 1510, as passed during the 2017 Regular Session of the Mississippi State Legislature and approved by the Governor, the Mississippi Division of Medicaid (DOM), is conducting a procurement process for the purpose of selecting an outside consultant to enter into a contract with DOM, to perform an evaluation of the cost-effectiveness of the MississippiCAN program as directed by the Mississippi Legislature in Section 21 of DOM's appropriation measure. The consultant hired shall deliver a report addressing these issues to DOM. The report and its findings and recommendations shall be delivered as soon as possible but not later than October 30, 2017.

DOM desires to contract with a qualified, experienced consultant capable of providing the services as described in *Section 3 – Scope of Services* of this RFP.

The effective date of this contract will be October 17, 2017. The term of this contract will be for no more than two and one half months, and will terminate effective December 31, 2017, unless otherwise extended at DOM's discretion. This contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board (PSCRB) Rules and Regulations, a copy of which is available from the Mississippi State Personnel Board located at 210 East Capitol Street, Suite 800, Jackson, Mississippi, 39201 for inspection, or to download at www.mspb.ms.gov.

A copy of this RFP, including any subsequent amendments, along with a copy of all questions from offerors and responses to those questions, will be posted on DOM's procurement website <https://medicaid.ms.gov/resources/procurement/>. Before the award of any contract, the offeror will be required to provide sufficient evidence to prove to DOM that it has the necessary capabilities to provide the services specified in this RFP at the time the contract is awarded. The offeror may also be required to provide additional client references, as well as related project experience detail in order to satisfy DOM that the offeror is qualified. DOM may make reasonable investigations, as it deems necessary and proper, to determine the ability of the offeror to perform the work, and offeror shall furnish to DOM all information that may be requested for this purpose. DOM reserves the right to reject any proposal if the offeror fails to satisfy DOM that the offeror is properly qualified to carry out the obligations of the contract and to complete the work described in this RFP.

1.2 Purpose and Goals

The purpose of this RFP is to solicit competitive proposals by defining DOM's needs, providing potential offerors with adequate information to develop proposals, describing the evaluation criteria by which proposals will be scored, and providing offerors with a draft contract for consideration. The goal is for DOM to contract with a qualified organization that can provide the consultant services described in *Section 3 – Scope of Services* of this RFP.

1.3 Instructions to Offerors

Written Proposals must be received in DOM's Central Office in Jackson, Mississippi, by 5:00 p.m. Central Daylight Time, September 1, 2017. Any proposal received after the deadline will not be considered. Proposals submitted by fax or by electronic mail will **not** be accepted.

1. Any proposal, including accompanying attachments, will be available for review by State of

Mississippi personnel, and any members and staff of the Legislature and oversight boards.

2. Proposals must be submitted in writing to the following address:

MississippiCAN Cost Effectiveness Study
Matthew Nassar
Mississippi Division of Medicaid
550 High St.
Suite 1000
Jackson, Mississippi 39201

3. Submit one clearly marked original response with signed proposal cover letter, signed Statement of Compliance (see Section 6), signed Acknowledgement of Answers to Vendor Questions, and signed Acknowledgement of RFP Amendments (see Section 1.11); only if an amendment is posted. Include four identical copies of the original response in three-ring binders and include one electronic copy of the complete proposal including all sections in Microsoft Office ® format with appendices in the appropriate Microsoft Office ® format or Portable Document Format (PDF) on compact disc. Failure to sign and return these required documents may result in disqualification of the proposal.
4. To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package, and the package must be marked, “Proposals – Do Not Open.” A label containing the information from the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
5. Label and tab the sections of the proposal as follows:
 - Tab 1 - Introduction
 - Tab 2 - Minimum Vendor Requirements Confirmation
 - Tab 3 - Scope of Services Confirmation
 - Tab 4 - RFP Questionnaire with Responses
 - Tab 5 - Fee Schedule
 - Tab 6 - Statement of Compliance
 - Tab 7 - Acknowledgment of RFP Amendments, if any posted
 - Tab 8 - Acknowledgment of Answers to Questions, if any posted
 - Tab 9 - Resumes for Key Staff
 - Tab 10 - Sample Reports
 - Tab 11 - Project Plan
 - Tab 12 - Any Additional Information
6. Number each page of the proposal. Multiple page attachments and samples should be numbered internally within each document, and not necessarily numbered in the overall page number sequence of the entire proposal. The intent of this requirement is that the offeror submit all information in a manner so that it is clearly referenced and easily located.
7. DOM requests that each page of the printed proposal that the offeror considers confidential be

conspicuously marked by being printed on a different color paper than non-confidential pages and be marked in the upper right hand corner of each page with the word “CONFIDENTIAL.” Confidential information may be identified by alternate font color and/or type on electronic copies of the proposal. Failure to clearly identify trade secrets or confidential commercial or financial information will result in that information being released subject to a public records request. Failure to clearly identify trade secrets or confidential commercial or financial information will result in that information being released subject to a public records request (see Section 1.13).

8. Please respond by confirming your understanding of the scope of services. Include in your confirmation, your understanding of the request, a general description of the work to be performed, and your expectations of the challenges that impact the timely performance of the requested services. Your confirmation/response should be included in your proposal under Tab 3. Any additional details regarding these services should be provided in your responses to specific questions in the questionnaire, or as additional information included as an appendix to your proposal.
9. In preparing your written response to any RFP question or request for information, you are required to repeat each question, including the number, or requirement followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. If you cannot provide a direct response for some reason (e.g., your organization does not collect or furnish certain information), please indicate the reason rather than providing general information that fails to answer the question. “Will discuss” and “will consider” are not appropriate answers.
10. All information requested is considered important. If you have additional information you would like to provide, include it as an appendix to your proposal. It is the offeror’s sole responsibility to submit information relative to the evaluation of its proposal and DOM is under no obligation to solicit such information if it is not included with the proposal. DOM will use the information contained in your proposal in determining whether you will be selected for contract negotiations. DOM will consider the proposal an integral part of the contract and will expect the offeror to honor all representations made in its proposal.
11. DOM understands that the offeror may consider some of the information provided in the proposal to be proprietary. Therefore, the vendor must also include an additional electronic copy in PDF of the complete proposal, including all appendices and exhibits, **with all trade secrets or confidential commercial or financial information redacted**, to be provided to a requestor immediately upon receipt of a public records request for proposals.
12. If DOM determines that the offeror has altered any language in the original RFP, DOM may, at its sole discretion, disqualify the offeror from further consideration. The RFP issued by DOM is the official version and will supersede any conflicting RFP language submitted in proposals.
13. All documentation submitted in response to this RFP and any subsequent requests for information pertaining to this RFP shall become the property of DOM and will not be returned to the offeror.
14. Failure to provide all requested information and in the required format may result in disqualification of the proposal. DOM has no obligation to locate or acknowledge any information in the proposal that is not presented under the appropriate outline according to these instructions and in the proper location.

1.4 Important Dates

8/11/2017	RFP Released
8/23/2017	LOI and Questions due at DOM by 5:00 PM CDT
8/28/2017	Responses to Questions Posted on DOM's Website
9/1/2017	Proposals Due at DOM by 5:00 PM CDT
9/15/2017	Consultant Selected and Contract Award Notification
10/17/2017	PSCRB Board Meeting
10/17/2017	Contract Executed by DOM and Service Effective Date
11/1/2017	Deliverable Date for Report

1.5 Letter of Intent (LOI)

All potential offerors are requested to submit their Letter of Intent (LOI) no later than August 23, 2017 by 5:00 PM CDT. Notice may be submitted via e-mail to procurement@medicaid.ms.gov. The LOI should indicate your organization's primary contact, direct telephone number, and e-mail address. The submission of a LOI does not obligate your company to submit a proposal. Likewise, potential offerors are encouraged, but not required, to submit a LOI.

1.6 Questions and Acknowledgment of Responses

Questions from potential offerors must be submitted in writing via e-mail, and must be received no later than 5:00 PM CDT, August 23, 2017, in order to receive a response. Offerors are encouraged to submit questions prior to the deadline as they arise. Responses will be posted as soon as they are available. Responses to questions will be made available on DOM's website at <https://medicaid.ms.gov/resources/procurement/> no later than August 28, 2017. Responses to questions will be treated as amendments to the RFP and will require acknowledgment. A copy of the questions and answers shall be sent to all offerors who submit a LOI. It is the offeror's sole responsibility to monitor the website for responses to questions.

1.7 Duration of Proposal

Within the introduction section of the proposal, you must state that the proposal is valid for a period of at least 120 days subsequent to the date proposals are due. The proposal shall become part of the contract in the event that the contract is awarded to your organization.

1.8 Statement of Compliance Requirement

Please carefully review the information located in *Section 6 – Statement of Compliance* and include a copy signed by an officer, principal, or owner of the organization with your completed proposal. Failure to submit a signed Statement of Compliance may result in your proposal being eliminated from further consideration.

1.9 Corrections and Clarifications

DOM reserves the right to request clarifications or corrections to proposals. Any proposal received which does not meet the requirements in *Section 1.3 – Instructions to Offerors*, the requirements in *Section 2 – Minimum Vendor Requirements*, or comply with other proposal requirements of this RFP, including clarification or correction requests, may be considered non-responsive and eliminated from further consideration.

1.10 Right of Negotiation

Discussions and negotiations regarding price and other matters may be conducted with an offeror who submits a proposal determined to have reasonable likelihood of being selected for award, but a proposal may be accepted without such discussions. DOM reserves the right to further clarify and/or negotiate with the offeror evaluated best following completion of the evaluation of proposals but prior to contract execution, if deemed necessary by DOM. DOM also reserves the right to move to the next best offeror if negotiations do not lead to an executed contract with the best offeror. DOM reserves the right to further clarify and/or negotiate with the offeror on any matter submitted.

1.11 Acknowledgment of RFP Amendments

Should an amendment to the RFP be issued, it will be posted on DOM's website at <https://medicaid.ms.gov/resources/procurement/> and will be sent to all offerors who submit a LOI. Offerors must acknowledge receipt of any amendment to the RFP by signing and returning the amendment form with the proposal, by identifying the amendment number and date in the space provided for this purpose on the amendment form, or by letter. The acknowledgment must be received by DOM by the time and at the place specified for receipt of proposals. Please monitor the website for amendments to the RFP. Responses to questions will be treated as amendments to the RFP and will require acknowledgment.

1.12 Consideration

DOM agrees to compensate the selected consultant for services approved by DOM and performed by the consultant as follows:

1. The fees listed in **Section 5 – Fee Schedule**, shall constitute the entire compensation due to the consultant for services and all of the consultant's obligations hereunder regardless of the difficulty, materials, or equipment required. The fees include, but are not limited to, all applicable taxes, fees, general office expense, overhead, profit, and all other direct and indirect costs, incurred or to be incurred, by the consultant. No additional compensation will be provided by DOM for any expense, cost, or fee not specifically authorized by the contract, or by written authorization from DOM.
2. The fees listed in **Section 5 – Fee Schedule** are firm for the duration of the contract and are not subject to escalation for any reason, unless the contract is duly amended.
3. DOM shall not provide any prepayments or initial deposits in advance of services being rendered. Only those services agreed to by contract shall be considered for reimbursement or compensation by DOM. Payment for any and all services provided by the Consultant to DOM will be after services have been duly performed and properly invoiced.
4. The consultant shall submit all invoices in a form acceptable to DOM with all of the necessary supporting documentation prior to the payment of allowable costs. Such invoices will, at a minimum, include the appropriate descriptions of the services being billed or other bases for charges included in **Section 5 – Fee Schedule**. Details will be determined during contract negotiations.
5. The payment of an invoice by DOM shall not prejudice DOM's right to object or question any invoice or matter in relation thereto. Such payment by DOM shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any costs invoiced therein. Consultant's invoice or payment shall be subject to reduction for amounts included in

any invoice or payment theretofore made which are determined by DOM, on the basis of audits, not to constitute allowable costs. Any payment shall be reduced for overpayment, or increased for underpayment on subsequent invoices. For any amounts which are or shall become due and payable to DOM, DOM reserves the right to (1) deduct from amounts which are or shall become due and payable to DOM under contract between the parties; or (2) request and receive payment directly from the consultant within fifteen (15) days of such request, at DOM's sole discretion.

6. DOM reserves the right to deduct from amounts which are or shall become due and payable to the consultant under the contract between the parties any amounts which are or shall become due and payable to DOM by the consultant. Notwithstanding anything to the contrary herein, any reduction of payments to shall be made only with the prior agreement of both parties. In addition, in the event of termination of the contract for any reason, the consultant shall be paid for services rendered and allowable expenses incurred up to the effective date of termination.

1.13 Mississippi Public Records Act/Confidentiality of Proposals

Offerors must provide an electronic, single document version of proposals redacting those provisions of the proposal which contain trade secrets or other proprietary data which they believe may remain confidential in accordance with Miss. Code Ann. § 25-61-9 (1972, as amended) and other applicable state and federal laws, if any. Offerors should be aware that the un-redacted version of their proposals is considered public record and is subject to release by DOM pursuant to and in accordance with Miss. Code Ann. § 25-61-1, et seq. (1972, as amended).

In the event that either party to the executed Contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This provision shall survive termination or completion of the executed Contract. The parties agree that this provision is subject to and superseded by Miss. Code Ann. § 25-61-1, et seq. (1972, as amended) regarding Public Access to Public Records. Withdrawal of a Proposal

1.14 Withdrawal of Proposal

An offeror may withdraw a submitted proposal by submitting a written notification for its withdrawal to DOM, signed by the offeror, and e-mailed, or mailed to DOM at the address provided in *Section 1.3 – Instructions to Offerors*. DOM shall not accept any amendments, revisions, or alterations to proposals after the due date unless requested by DOM.

1.15 Cost of Proposal Preparation

All costs incurred by the offeror in preparing and delivering its proposal, making presentations, and any subsequent time and travel to meet with DOM regarding its proposal shall be borne at the offeror's expense.

1.16 Proposal Evaluation

All proposals received in response to this RFP by the stated deadline will receive a comprehensive, fair, and impartial evaluation. The evaluation of any proposal may be suspended and/or terminated at DOM's discretion at any point during the evaluation process at which DOM determines that said proposal and/or offeror fails to meet any of the mandatory requirements as stated in this RFP, the proposal is determined

to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or DOM receives reliable information that would make contracting with the offeror impractical or otherwise not in the best interests of DOM and/or the State of Mississippi. An evaluation committee will evaluate the proposals in the following three-phase process, **Compliance**, **Analysis**, and **Finalists**:

Compliance Phase – The procurement officer shall conduct this phase. In this phase of the evaluation process, all proposals received will be reviewed to determine if the following mandatory requirements of this RFP have been satisfied:

- Proposal submission deadline met
- Required format followed
- Signed original proposal, requested number of copies of proposal, and complete electronic copy of proposal in Microsoft Office® format on flash drive or compact disc and redacted copy of proposal
- Minimum Vendor Requirements met
- Scope of Services Confirmation
- Signed Statement of Compliance with high degree of acceptance
- Signed Acknowledgment of Responses to Vendor Questions, if any posted
- Signed Acknowledgement of RFP Amendment, if any posted
- Duration of proposal requirement met
- Narrative questionnaire answered
- Required proposal attachments provided

Scoring Range – This phase of the evaluation is considered Pass/Fail and does not result in a numerical score, but serves to qualify or disqualify a proposal from further evaluation. Failure to comply with these requirements may result in the proposal being eliminated from further consideration.

Analysis Phase - Those offerors passing the **Compliance Phase** will be evaluated further. DOM reserves the right to waive minor informalities in a proposal in this phase of the evaluation. In this phase of the evaluation process, the evaluation committee will judge proposals received relative to the cost and technical merits of each proposal. Areas are listed in order of their relative importance:

- Plan for performing the required services; (35%)
- Price (see scoring matrix below); (35%)
- Record of past performance of similar work; (10%)
- Ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services; and (10%)

- Personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting. (10%)

Price Methodology - The maximum 35 points will be assigned to the lowest and best acceptable proposal. All other proposals will be assigned points based on the following formula:

$$\frac{X}{Y} * 35 = Z$$

X = lowest bid price

Y = Offeror's bid price

Z = assigned points

Scoring Range – This phase of the evaluation will result in proposals receiving a maximum numerical score of 100 points, based on the written responses to the questions and request for information included in the RFP and reference interviews.

Finalist Phase – Upon completion of the **Analysis Phase**, the evaluation committee will review and compare the numerical scores from among the remaining vendors in order to determine finalists. The top scoring vendor, as well as all other vendors with scores within ten points of the top scoring vendor, will be named as finalists and will be further evaluated. In this phase of the evaluation process, the evaluation committee will seek to determine from among the finalist which proposals is the most advantageous to DOM. This phase consists of the following components:

- **Best and Final Offer:** At DOM's discretion, all finalists may be given the opportunity to provide a "best and final offer" relative to their financial proposal. DOM will notify finalists if a "best and final offer" may be submitted, and will establish a date and time for submission. Although a finalist is under no obligation to submit such an offer, and such "best and final" offer should include any applicable revised financial exhibits and must be signed by an appropriate representative of the vendor. If a finalist chooses not to make a "best and final offer", the financial proposal included in the vendor's response to the Request for Proposal will be considered as the "best and final offer". NOTE: Unsolicited "best and final offers", including but not limited to such offers submitted by non-finalists, will not be accepted. **Weight – The "best and final offer" will be factored into the "Price" category, and a revised numerical score will be calculated.**

Upon completion of the evaluation of proposals, the evaluation committee will determine the top scoring proposal. DOM will make a determination as to the proposal deemed most advantageous to the State of Mississippi and will advise DOM so that they may commence contract negotiations with the successful vendor. Subsequent to such determination by DOM, all proposing vendors will be notified of the contract award, and will be afforded the opportunity to participate in a post-award debriefing.

1.17 Post-Award Vendor Debriefing

Pursuant to PSCRB Rules and Regulations Sections 7-112 through 7-112.07, the vendor may request a post-award debriefing, in writing, by U. S. mail or electronic submission. The request must be made within three (3) business days of notification of the contract award. A debriefing is a meeting and not a hearing. Therefore, legal representation is not required. Should the vendor prefer to have legal representation present, the vendor must notify DOM and identify the attorney. DOM shall be allowed to

schedule and/or suspend and reschedule the debriefing at a time when a representative from the Office of the Mississippi Attorney General's office can be present. For additional information regarding the process and procedure for the Post-Award Vendor Debriefing, please refer to the PSCRB Rules and Regulations that may be found at www.mspb.ms.gov

1.18 Right to Consider Historical Information

DOM reserves the right to consider historical information regarding the offeror, whether gained from the offeror's proposal, conferences with the offeror, references, or any other source during the evaluation process. This may include, but is not limited to, information from any state or federal regulatory entity.

1.19 Right to Reject, Cancel and/or Issue another RFP

DOM specifically reserves the right to reject any or all proposals received in response to the RFP, cancel the RFP in its entirety, or issue another RFP.

1.20 E-Payment

The Consultant agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. DOM agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice. Miss. Code Ann. §§ 31-7-305.

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Consultant's choice. DOM may, at its sole discretion, require the Consultant to electronically submit invoices and supporting documentation at any time during the term of this Contract. The Consultant understands and agrees that DOM is exempt from the payment of taxes.

1.21 Availability of Funds

It is expressly understood and agreed that the obligation of DOM to proceed under this Contract is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the Contract are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to DOM, DOM shall have the right upon ten (10) working days written notice to the Consultant, to terminate this Contract without damage, penalty, cost or expenses to DOM of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

1.22 Applicable Law

The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. The Consultant shall comply with applicable federal, state, and local laws and regulations.

1.23 Compliance with Laws

The Consultant understands that DOM is an equal opportunity employer and therefore maintains a

policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Consultant agrees during the term of the Contract that the Consultant will strictly adhere to this policy in its employment practices and provision of services. The Consultant shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

1.24 Trade Secrets, Commercial and Required Financial Information

It is expressly understood that Mississippi law requires that the provisions of this contract which contain commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying or reproduction.

1.25 Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. § 25-61-1 et seq., (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. § 27-104-151 et seq. (1972, as amended).

Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by the Contractor as information which is required confidential by State or Federal law or outside the applicable freedom of information statutes shall be redacted by the Offeror.

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq., (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 et seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted by the contractor.

1.26 E-Verification

If applicable, the Consultant represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 et seq. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system

replacing the E-Verify Program. The Consultant agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, the Consultant agrees to provide a copy of each such verification. The Consultant further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this contract may subject the Consultant to the following:

1. termination of this Contract for services and ineligibility for any State or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; or
2. the loss of any license, permit, certification, or other document granted to the Consultant by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year; or
3. both. In the event of such cancellation/termination, the Consultant would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

1.27 Procurement Regulations

The Contract shall be governed by the applicable provisions of the Mississippi Personal Service Contract Review Board's Rules and Regulations, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, Mississippi 39201 for inspection or downloadable at www.mspb.ms.gov.

1.28 Representation Regarding Contingent Fees

The Consultant represents that it has not retained a person to solicit or secure a DOM contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

1.29 Representation Regarding Gratuities

The Consultant represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Review Board's Rules and Regulations.

1.30 Termination for Convenience

1. Termination. DOM may, when the interests of DOM so require, terminate this Contract in whole or in part, for the convenience of DOM. DOM shall give written notification of the termination to the Consultant specifying the part of the Contract terminated and when the termination becomes effective.
2. Consultant's Obligations. The Consultant shall incur no further obligations in connection with the terminated work, and on the date set in the notice of termination, the Consultant will stop work to the extent specified. The Consultant shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontractors and orders connected with the terminated work. DOM may direct the Consultant to assign the Consultant's right, title, and interest under terminated orders or subcontracts to DOM. The Consultant must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

1.31 Termination for Default

1. Default. If the Consultant refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified within this Contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this Contract, DOM may notify the Consultant in writing of the delay or nonperformance and if not cured within thirty (30) days or any longer time specified in writing by DOM, DOM may terminate the Consultant's right to proceed with the Contract or such part of the Contract as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, DOM may procure similar supplies or services in a manner and upon terms deemed appropriate by DOM. The Consultant shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. Consultant's Duties. Notwithstanding termination of the Contract and subject to any directions from DOM, the Consultant shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Consultant in which DOM has an interest.
3. Compensation. Payment for completed services delivered and accepted by DOM shall be at the contract price. DOM may withhold from amounts due the Consultant such sums as DOM deems to be necessary to protect DOM against loss because of outstanding lien holders and to reimburse DOM for the excess costs incurred in procuring similar goods and services.
4. Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Consultant shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the Consultant to make progress in the prosecution of the work hereunder which endangers performance) if the Consultant has notified DOM within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the state and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the contract requirements. Upon request of the Consultant, DOM shall ascertain the facts and extent of such failure, and, if DOM determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Consultant's progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of DOM under the clause of this Contract entitled "Termination for Convenience".
5. Erroneous Termination for Default. If, after notice of termination of the Consultant's right to proceed under the provisions of this clause, it is determined for any reason that the Contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph 4 of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this Contract entitled "Termination for Convenience".
6. Additional Rights and Remedies. The rights and remedies provided under this clause are in

addition to any other rights and remedies provided by law or under this Contract.

1.32 Termination for Bankruptcy

This contract may be terminated in whole or in part by DOM upon written notice to Consultant, if Consultant should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Consultant of an assignment for the benefit of its creditors. In the event of such termination, Consultant shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

1.33 Liquidated Damages

When the Consultant is given notice of delay or nonperformance as specified in Section 1.31 (Default) of the Termination for Default clause of this contract and fails to cure in the time specified, the Consultant shall be liable for damages for delay in the amount of \$550.00 per calendar day from date set for cure until either DOM reasonably obtains similar services if the Consultant is terminated for default, or until the Consultant provides the services if the Consultant is not terminated for default. To the extent that the Consultant's delay or nonperformance is excused under Section 1.33.4 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default clause of this contract, liquidated damages shall not be due the State. The Consultant remains liable for damages caused other than by delay.

1.34 Stop Work Order

1. Order to stop work. DOM may, by written order to the Consultant at any time, and without notice to any surety, require the Consultant to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Consultant, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Consultant shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, DOM shall either:
 - A. cancel the stop work order; or
 - B. terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this Contract.
2. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Consultant shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Consultant price, or both, and the Contract shall be modified in writing accordingly, if:
 - A. the stop work order results in an increase in the time required for, or in the Consultant's costs properly allocable to, the performance of any part of this Contract; and
 - B. the Consultant asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if DOM decides that the facts justify such action,

any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.

3. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
4. Adjustment of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the "Modification or Renegotiation" clause of this Contract.

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Section 2. **MINIMUM VENDOR REQUIREMENTS**

The following minimum vendor requirements are mandatory. Failure to meet any of these requirements will result in disqualification of the proposal submitted by your organization.

Please respond by restating each requirement, including the number, listed below with documentation that proves specifically how your organization meets that requirement. Note that for purposes of fulfilling the minimum vendor requirements, except as otherwise indicated, “Consultant” refers to the primary contracting vendor only, not including any proposed subcontractors. Please include in your responses the total number of years and types of experience of your organization. If, in the opinion of the evaluation team, you fail to prove that your organization meets any of these minimum requirements, the proposal will be disqualified from further evaluation. You will be notified if the proposal is disqualified, and you will have an opportunity to provide additional information to prove your organization does meet the minimum requirements.

1. The Consultant must have a positive national reputation and possess at least three (3) years of experience as of August 1, 2017 and experience with at least two (2) states in providing the type and scope of services to be procured through this competitive procurement process. Please indicate how you meet this criterion, and provide client references with the following information for each client you list to demonstrate the proposed services that meet this requirement: (a) company name, (b) address, (c) contact name, (d) contact title, (e) telephone number, (f) e-mail, (g) scope of services provided (please be specific), (h) first contract effective date, (i) number of years the agreement has been in place with your organization, and (j) links to any publicly available studies.
2. Please provide specific information regarding your organization’s Medicaid experience including but not limited to a description of Medicaid managed care cost effectiveness studies previously provided to/on behalf of state Medicaid programs, or directly related to same, with the respective time frames in which such services were provided.

The Consultant shall provide all services directly related to this contract from an office(s) located in the United States. Indicate your agreement with this requirement and identify any locations outside the State of Mississippi in which you propose to provide the services described in this RFP.

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Section 3. *SCOPE OF SERVICES*

Section 21 of House Bill 1510 passed during the 2017 Mississippi State Legislative Session instructed DOM to seek a consultant to perform an assessment of the cost-effectiveness of the MississippiCAN program and submit a report of its findings and recommendations to the House and Senate Appropriations Committees and the Legislative Budget Office no later than November 1, 2017.

The report must include an executive summary. An overall evaluation of the cost effectiveness of MississippiCAN must be presented, as determined by the efficacy of the health outcomes afforded to beneficiaries in relation to the associated cost. In addition, each reported evaluation is expected to include the following:

- Detailed description of the analysis;
- List of the health measures chosen and their indications for relevance to the MississippiCAN population;
- Benchmarks used;
- Best practices, to include other state Medicaid program models, if applicable;
- Specific recommendations to improve cost effectiveness;
- Suggested timeline and staffing plan for solutions; and
- Cost impact of solutions, to include the projected return on investment and savings.

Reported evaluations must include, but are not limited to, the following:

- The calculated ratio of health status/outcomes of beneficiaries overall enrolled in MississippiCAN compared to fee-for-service beneficiaries and peer states.
- Comparisons of risk-adjusted costs per beneficiary (i.e., PMPM), which adjust for health and disability status, over time. The report must indicate the risk adjustment methodology utilized.
- Comparisons of MississippiCAN per beneficiary per month and non-claims costs to peer states, DOM's FFS beneficiaries of the same population, and to national benchmarks for the past five (5) years. Please break out information by age, gender, category of eligibility and diagnosis.
- MississippiCAN impact on duplicative or unnecessary services, including non-urgent non-urgent emergency department visits and inpatient admissions and readmissions
- MississippiCAN impact on potentially preventable hospital and emergency department admissions among CCO beneficiaries, with comparisons to previous years for FFS beneficiaries of the same population
- Actuarial calculations to determine whether past projections used for capitation rate development align with CCO experience
- Comparison of annual growth in Medicaid and MississippiCAN spending to both overall inflation and medical cost inflation indexes; the impact of enrollment changes on MississippiCAN and Medicaid spending
- Extent to which CCO payments to providers increased after DOM provided increases in past PMPM capitation rates
- The necessity and/or benefit of DOM increasing current SFY payments to CCOs following a

Legislative session that funded DOM at approximately \$75 million below spending projections

- The decrease in inpatient and institutional service volume attributable to Medicaid beneficiaries over time, in order to assess the efficacy of MississippiCAN toward coordination of care, the treatment of chronic conditions, and reductions in readmissions

Please respond by confirming your understanding of the scope of services. Include in your confirmation, your understanding of the request, a general description of the work to be performed, and your expectations of the challenges that impact the timely performance of the requested services. Your confirmation/response should be included in your proposal under Tab 3. Any additional details regarding these services should be provided in your responses to specific questions in the questionnaire, or as additional information included as an appendix to your proposal.

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Section 4. *QUESTIONNAIRE*

1. List the name, title, mailing address, telephone number, facsimile number, and e-mail address of the contact person for this proposal.
2. State the full name and home office address of your organization. Describe your organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.). If it is incorporated, include the state in which it is incorporated. List the name and occupation of the individuals serving on your organization's board of directors, and list the name of any entity or person owning 10% or more of your organization.
3. How long has the organization been in business providing services similar to those requested in this RFP? Please indicate the month and year in which your organization was first established, and the date at which you first began providing services similar to those requested in this RFP.
4. What was your company's average number of employees for calendar year 2016?
5. Please describe any changes in the organizational structure that have occurred within your organization over the past twenty-four (24) months or are anticipated during the next twenty-four (24) months including, but not limited to, addition or elimination of product or business lines, mergers, acquisitions, etc.
6. List the office that will service DOM. If it is located at a different address than the home office, provide the complete address, phone number, and facsimile number for this office.
7. Provide the name(s) of the consultant(s) who will perform the work for DOM and a brief statement as to why each consultant is qualified to provide services to DOM. DOM understands that consultants will be assigned to projects based on the type of project to be undertaken and the expertise and experience of the individual consultant. Identify the area(s) of expertise for each consultant.
8. Provide a complete resume for each consultant who will be assigned to render services to DOM, including detailed information on any special training or designations. Identify the consultant who will serve as the primary contact for DOM. Please include these resumes as an appendix to your proposal in Tab 9.
9. State if the proposed account executive, any officers or principals and/or their immediate families are, or have been within the preceding twelve (12) months, employees of the State of Mississippi.
10. Please provide a brief description of any outside vendors or subcontractors that will be involved in providing key services detailed within your proposal. Please include the term of your current contract with each vendor or subcontractor. Describe the nature of the relationship with the subcontractor, including any ownership interest.
11. Provide the estimated hours by position to perform the scope of services in the table below.

Position	Estimated Hours
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Senior Consultant (Principal)	
Senior Consultant	
Consultant	
Assistant Consultant	
Technical	

12. Does your organization meet any and all applicable state licensing requirements in the State of Mississippi to provide the requested consulting services?
13. Has your organization ever been involved in a lawsuit involving any area covered by this RFP? If yes, provide details including dates and outcomes.
14. During the past five (5) years, has your organization, related entities, principals or officers ever been a party in any material criminal litigation, whether directly related to this RFP or not? If so, provide details including dates and outcomes.
15. Has your organization been cited or threatened with citation within the last three (3) years by federal or state regulators for violations of any federal, state, or local law or federal, state or local regulation? If the answer is yes, please describe the circumstances in detail.
16. Has your organization had any HIPAA breaches or incidents determined to be reportable to the U.S. Department of Health and Human Services (DHHS) within the last three (3) years? If the answer is yes, please describe the circumstances and the corrective action in detail.
17. Confirm that your organization is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any federal department or agency, or by any political subdivision or agency of the State of Mississippi.
18. DOM must have prompt and direct access to the Vendor throughout the contract period. Describe in detail how your organization will provide this access.
19. Do you publish newsletters and other informative publications that are routinely provided to your clients? If so, please provide recent samples.
20. Have you prepared reviews of topics related to Medicaid and/or Medicare that are routinely provided to your clients? If so, please provide recent sample copies.
21. Detail your ability and experience to monitor regulatory and legislative developments relative to Medicaid and/or Medicare, at both the state and federal level.
22. Does your organization conduct surveys of other state's Medicaid programs to determine trends in benefit plans and their administration? What are the specific topics of surveys you have conducted during the past three (3) years? Are results routinely provided to clients? Please

provide copies of recent surveys.

23. Explain in detail your experience and ability to provide expertise in performing operational and performance assessments of the operations described in this RFP. Include in your response the following minimum components:
 - i. The key elements you think are critical in such assessments,
 - ii. A list of the most frequent problems you have encountered and how they were resolved,
 - iii. Examples of similar such assessments previously conducted by your firm, including recommendations and subsequent actions taken.
24. Provide at least three (3) governmental clients for which your company has provided services similar to those requested in this RFP. For each client, include the name, title, address, e-mail address, and phone number of a contact whom we may contact as a reference. Please specify for each client:
 - i. the type of work performed by your firm,
 - ii. the size (in covered lives and expenditures) of the client's group,
 - iii. the period of time retained as a client.
25. Provide and include in Tab 11 a copy of your project plan that indicates a service start date of October 17, 2017. Identify tasks, critical events, timelines and the responsible parties.
26. If your organization is selected, will you be able to complete the project and have a final report delivered to DOM by no later than October 30, 2017?
27. If your firm is awarded the contract for these services and fails to deliver the final report on or before October 30, 2017, do you agree to forfeit a percentage of your service fees for noncompliance?
28. Confirm that your proposal includes making the primary contact/consultant available if so requested by DOM to respond to questions regarding the report.
29. Do you agree to comply with DOM's requirements regarding compensation?
30. Confirm there are no other costs to DOM other than those listed in **Section 5 Fee Schedule** that will be charged for the services described in this RFP.
31. Do you agree to provide proof of and maintain throughout the contract period professional and comprehensive general liability insurance coverage, at a minimum of \$1,000,000 per occurrence, \$3,000,000 aggregate?
32. Are you currently working with any other state Medicaid programs? Please briefly describe any current engagements.
33. Do you confirm that your proposal is valid for at least 120 days subsequent to the date of submission?

Section 5. *FEE SCHEDULE*

Please complete the following Fee Schedule.

Maximum Project Fee:

Maximum Hourly Fee by Position:

Senior Consultant (Principal)

Senior Consultant

Consultant

Assistant Consultant

Technical

Administrative

Clerical

Other

The fees listed above are firm for the duration of the contract and are not subject to escalation for any reason unless the contract is duly amended. No additional compensation shall be provided by DOM for any expense, cost, or fee not specifically authorized by the resulting contract. DOM will not pay for staff not identified here. Due to the short term of the engagement, there should be no changes in the proposed staff. DOM will not pay any upfront fees prior to the October 17, 2017 contract effective date. All fees or charges related to any service to be provided must be identified. By submission of this proposal, the offeror hereby certifies that the fees submitted in response to the RFP have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to those fees, the intention to submit a proposal, or the methods or factors used to calculate the fees proposed. By submission of this proposal, the offeror hereby certifies that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

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Section 6. STATEMENT OF COMPLIANCE

This Section contains the Statement of Compliance.

Statement of Compliance

We agree to adhere to all conditions and requirements as set forth in the Mississippi Division of Medicaid's Request for Proposal (RFP #20170811CS) for Medicaid MississippiCAN Cost Effectiveness Study of the Governor's Office, Division of Medicaid, dated August 11, 2017, including the conditions contained in the draft contract included as *Appendix A – Medicaid MississippiCAN Cost Effectiveness Contract*, except as listed below:

We hereby certify that the fees submitted in response to the RFP have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to those fees, the intention to submit a proposal, or the methods or factors used to calculate the fees proposed.

We hereby certify that we have not retained any person or agency on a percentage, commission, or other contingent arrangement to secure a contract.

An original signature is required below.

_____	_____
Name	Date
_____	_____
Title	Company

Please have the appropriate officer sign this statement and include it as a part of your proposal.